THE COURTS.

Alleged Counterfeit Seven-Thirties-The Liability the Government-Violation of the Reveune Law-Verdict Against a City Railread-Important to Holders of Chattel Mortgages-The Fisk-Joelyn Ecto Litigation - Important Question of Jurisdiction-Business in the Court of General Sessions.

UNITED STATES SUPREME COURT.

The Vermont Marble Company's Suits WASHINGTON, NOV. 15, 1870. 225 and 226. Rulland Marole Company vs. & Bomes; and Ripley vs. Rutland Marble -Appeals from the Circuit Court for the rict of Vermont.—The bill in this case, filed in April, 1864, states the quarry property in question be worth \$1,000,000, and that it is worked at a net be be worth \$1,000,000, and that it is worked at a not profit to the company of \$60,000 to \$75,000 per annum. Prior to Jannary 1, 1850, the quarry was owned and held in common by Ripley and Bomes, and shout that time the former released to the latter by deed all his interest, a part of the same contract and its consideration being an agreement on the part of Ripley to make advances in aid of the quarry, and on the part of Bomes to deliver to Ripley certain amounts of matibe, Ripley having the privilege of re-entering and taking possession of the quarry in case of failure of Bomes to perform this supulation. Bomes' title subsequently passed to the marble company, subject to the performance of his contract with Ripley. The bill complains that Ripley has not performed his contracts in making payments; that he has refused to receive marble under his contract with Bomes, and that he claims the light to the first chief as mong the quarrymen, which prevented the company from working the quarries in April, 1854, and that Ripley advised the company to hold out against it, and then took advantage of its continuance and the non-working of the quarry in entering the allegations of the quarry under his contract with Bomes. Ripley's answer substantially denies the allegations of the bill, and alleges a failure in performance of the contract in question. A cross bill filed by Ripley sets forth that the company is working the quarry at such a rate that it will shortly be exhausted, and that certain provisions of the contract in Ripley's answer substantially denies the allegations of the bill, and alleges a failure in performance of the contract in question. A cross bill shortly be exhausted, and that certain provisions of the contract of 1850, of advantage to him, will be detented unless the work is checked, and an injunction is asked to restrain it. The answer to the cross bill sets forth the same history as that related in the bill of the company. An injunction was granted restraining Ripley from further interference with th profit to the company of \$60,000 to \$75,000 per annum.

estion as to the Linbility of the Govern-

ment After Having Received and Paid Counterfeit Seven-thirty Notes.
Before Judge Blatchford.

United States vs. Jay Cooke and Others .-This was an action instituted by the government to recover from the defendants the value of eighteen -thirty notes of \$1,000 each, amounting to \$18,000. The notes in dispute were purchased by

\$18,000. The notes in dispute were purchased by Jay Cooke & Co. in 1887, and by the defendants paid into the Suo-Treasury, they receiving the amount thereior; and subsequently the notes were received at the freasury in Washington, when, upon scrutiny, they were discovered to be counterfeits.

The aleged counterfeit notes and genuine notes of the same date of issue, numbers, series and amounts were produced in court, and were so remarkably similar in every respect to the eye that the uninitiated could not possibly distinguish or detect the counterfeit from the genuine.

The action being brought to recover, the defendants resist, and the principal question thus raised was whether, after the government had received the notes and paid for them, the liability of the defendants was ended, or whether the government, having so received and paid the amount of the notes, had thereby, by implication, endorsed their genuineness.

The pounts of law involved were avened at great.

mulneness.
The points of law involved were argued at great
agth by United States District Attorney Davis for
se government and John E. Burrill for the de-

lendants.

Judge Blatchford, between answers and replies of counsel, intimated that the case in one or two of its principal aspects had not yet been reached, and intimated the points he would hear the continued argument upon. He then adjourned further proceedings in the case till this morning. Internal Revenue Fraud.

tted States vs. John Aguera. - The defend ent is charged with selling unstamped cigars—thir-ty-seven boxes in all. The allegation that the boxes ot stamped was sworn to by several witwere not stamped was sworn to by several witnesses. Lewis Xyques, for the defendant, swore
that when the cigars were first profered for sale to
the principal witness, Brandon, the cigars were
stamped. In swearing to this Xyques had forgotten
that he had previously made affidavit that the cigars
were never stamped. This gross discrepancy in his
testimony at once struck the Assistant District Attorney, who made an affidavit charging him with
perjury, when the witness was at once taken into
custody and committed for examination. The examination of Aguera was then adjourned.

SUPREME COURT-GENERAL TERM.

Verdict of Damages Against a City Railroad

Company.
Before Judges Ingraham, Barnard and Cardozo. John Ill, the Respondent, vs. The Forty-second Stree and Grand Street Ferry Rattroad Company .- In July, 1865, Philip Int, three years and two months seld, a son of the piaintif, was run over, near the corner of Avenue A and Third street, by one of the defendants oars, sustaining injuries from which he died in a few moments. In the court below a judgment for \$1,800 was given for the plaintiff, on the ground of proven neglect and culpability on the part of the defendants. This was an appeal from this vertext. The case was singued at length and the judgment of the court be low affirmed.

Verdict Agn inst the Adams Express Com-Asa F. Cochran vs. William B. Dinsmore, Presi-

sent of Adams Express Company.—This is an sent of Adams Express Company.—This is an action to recover from the defendant \$5,000, which sum was alleged to have been lost while in the care of the defendant for conveyance from Boston to New Orleans, in 1863. The defendant did not deny receiving the money, but set up as defence that the same, having been placed in an iron safe and put on board the steamer Blo Blo, bound from New York to New Orleans, was lost through the loss of the steamer, she taking fire and being sunk after her arrival at New Orleans. After hearing the arguments the Court affirmed the judgment for \$7,100 given by the court below.

Suit for Loss of a Child's Fingers. Catharine Ann Doran, by Thomas Conner, Guardian, ad lifem, vs. The East River Ferry Com-pany.—On the 4th of July, 1886, the plaintiff was on pany.—On the 4th of July, 1886, the plaintiff was on a ferryboat of the defendants. On the boat landing at Hunter's Point it came with such force against the fenders that the child was thrown against the rall, and grasping the same with her hand had her fangers smashed, necessitating amputation. The court below gave a verdict for \$2,000 damages. The case was argued and the Court reserved its fectision.

SUPREME COURT-CIRCUIT-PART 1.

Suit for Damages Against the Hudson River Railroad Company.

Before Judge Van Brunt.

John Ptynn, Administrator, vs. The Hudson
River Ratiroad Company.— On the night of October River Ratiroad Company.— On the night of October 23, 1867, Jehn Flynn, since deceased, and for whom the plaintiff, his father, is administrator, was crossing Tenth avenue, between Seventeenth and Eighteenth streets, when he was run over by a "dummy" belonging to the Hudson River Railread Company and so seriously injured that death ensued almost immediately. This action was brought to recover 55,000 damages. Considerable testimony was taken, for plaintiff evidence was given to show that no bell on the "dummy" was rung at the time of the accident or light visible. It was also shown that he was a temperate man. The testimony is not yet concluded. The defence is that the plaintiff came to his death through his own neglect and carelessness and through no neglect of the Failroad company.

SUPREME COURT-CHAMBERS.

Decision. Before Judge Barnard. Halskil et at vs. Merritt, -Order settled.

SUPERIOR COURT-CIRCUIT-PART I-

Refore Judge McCunn. Henry Wisser vs. James O'Brien, Sheriff.—The Sheriff seized some property upon an execution which the plaintiff claimed under a chattel mortgage. It was shown-and this was the point of interest in the case—that the mortgage had not been re-filed as required by statute, thirty days before the expiration of the year, and, therefore, was not go that an

execution creditor. A verdict was accordingly

SUPERIOR COURT-TRIAL TERM-PART 2. Action for Dumnges Against the Sixth Avenue Rallroad—Case Dismissed.

Before Judge Jones.
Jules Mylich vs. Sixth Avenue Railroad Company .- This is an action for damages rather out of the usual course. The plaintin avers in his com-plaint that in May, 1800, he got into a Sixth avenue car at Forty-ninth street and gave the conductor a two dollar bill from which to take the fare. After two doliar bill from which to take the fare. After riding some distance, and the conductor not giving him back his change, he went to the rear platform and asked for it. The conductor said he had given the change to another man from whom he thought he received the bill, who had since left the car. The conductor accordingly refused to give the plaintiff the change and an altercation ensued, which resulted in his being forcibly ejected from the car by the conductor and a person assisting him. A crowd collected and in the attercation the plaintiff lost a box containing some clothing, which was snatched from under his arm. After being ejected the plaintiff was forcibly dragged back upon the car and kept there till a policeman came in sight, who, on complaint of the conductor, took him into custedy and to the station house, where he was locked up one night. Upon these altered facts he brings a suit, placing his damages at \$5,000. The defence was that the conductor exceeded his authority and acted mailclously and in anger, and therefore the company was not responsible, and that if any action lay it was against the conductor and not the road. The Court, after hearing the testimony, sustained the defence and dismissed the compalaint.

COMMON PLEAS-TRIAL TERM-PART I.

The Fish-Joslyn-Eric Litigation-Important

Before Judge Rol son.
Orlando W. Justyn et al. vs. william Heath et al.,
and the Same vs. James Fisk. Jr.—These two cases,
the issues in which have for some time involved a good deal of curious and interesting litigation, including a question as to the jurisdiction of the Supreme Court over the Common Pleas, were on the day calendar in Part 1 of the Common Pleas yester-day. It will be remembered by the readers of the HERALD, in which all the facts pertaining to these

day. It will be remembered by the readers of the Herald, in which all the facts pertaining to these cases have already fully appeared, that they grow out of that ever memorable "Biack Friday" in Wall street, on which day the gold market was made to go through such funny and unpleasat antics.

On the first case being called from the calendar. Ex-Judge Emott said he was ready to proceed with the trial.

Mr. David Dudley Field, on behalf of the defendants, said he was not ready to go on. He said an order had been made at the Special Torm of the Supreme Court removing the causes from the Court of Common Pleas to that court. An appeal had been taken by the plaintiff from that order to the Ceneral Term of the Supreme Court, which was fully argued there, but which was not yet decided.

Ex-Judge Emott said ne did not understand that it was necessary to postpone the trial to await the decision of an appeal from an error for the making of which the Supreme Court Judge had no authority whatever. The plaintiff was willing to take the risk of a judgment. If the order of Judge Barnard was made with authority then any judgment plaintiff might obtain would be utterly void and could not prejudice the right of the defendant.

Mr. Field said that under the order of Judge Barnard all the papers in the case had been removed to the Supreme Court, and it would be but courtesy in the Court of Common Pleas to postpone the trial for some reasonable time to await the decision of the General Term of the Supreme Court.

Mr. Emott centended that the meaning of the provision of the code under which these suits were transferred contended that the meaning of the provision of the code under which these suits were county and not a transfer from one court to another court of co-ordinate jurisdiction in the same county. He hoped, therefore, that the Court of Common Pleas would not permit its dignity to be assailed by an order from a judge of another court of co-ordinate jurisdiction. It was within the power of the Court of Common Pleas to determin

COURT OF COMMON PLEAS-TRIAL TERM -PART 2.

H. P. & H. H. Thompson vs. Wheeler et al.— During the month of August, 1868, the plaintiffs emactions were made to the extent of over one hundred

actions were made to the extent of over one hundred thousand dollars, the result being, as shewn by a statement made by defendants and sont to the plaintiffs, ablaince in their favor on the 5th of September, 1668, of \$1,665 66. Plaintiffs now sue to recover this amount, with interest.

Defendants chaim that one of the plaintiffs, Mr. H. H. Thompson, owed detendants a large sum of money for labor and services, and on the 15th of Angust, 1868, they took his three premissory notestative for \$2,000 each, and one for \$1,922 80, payable, respectively, at six, twelve and eighteen months after date; that these notes were not paid as they fell due, and defendants applied the balance of the first note, the plaintiffs having given them permission to do so. Plaintiffs denied having given any such permission. The jury took the same view of the case, and returned a verdict for plaintiffs, \$1,011 52, the full claim, with interest. Hawkins & Cothren, for plaintiff; G. W. Stokles, for defendant.

COMMON PLEAS-SPECIAL TERM.

Huatt vs. Apolanti.-Motion denied, with costs, to Feinholtz vs. Diamond.-Answer of defendant stricken out as sham and frivolous, and plaintiff to

stricken out as sham and frivolous, and plaintiff to have judgment,
Reia et al. vs. Crilly.—Interrogatories to be filed.
In the Matter of Thomas Kenzie, afsupposed Lunatue.—Finding of the jury confirmed, and appointment of committee of property.
Roberts vs. Spaulding.—Judgment for plaintiff.
Sheldon vs. Lake.—Order opening default.
Murray vs. Hulziger.—Plaintiff has leave to amend

summons.
In the Matter of the Petition of Jacob Rosenberg,—
Order of assignment.
Monroe et al. vs. Birdsan.—Order vacating injunc-

COURT OF GENERAL SESSIONS.

Before Judge Bedford. Assistant District Attorneys Fellows and Sullivan appeared for the prosecution vesterday.

larceny, the indictment charging that on the 29th of October he stole two pieces of cloth, valued at October he stole two pieces of cloth, valued at seventy-five deliars, the property of Dusenbury & Ackerman. There were mitigating circumstances and Judge Bedford said that wherever a prisoner (as in this case) was a young man of respectability and was led into the commission of crime, and had never been charged with stealing, he feit disposed to give him a chance to reform. Judgment was suspended upon the promise that the prisoner would take care of his sister, who was depending upon him for support.

or as sister, who was depending upon him for supports.

Other important business in this court will be found reported in another column.

The following is the calendar for to day:—The People vs. John Shannon, two cases; Edward Cornell, John Mulgulan, Martin Waters and Herman Strauss, felonious assault and battery; Timothy Collins, Maurice Leonie, Gustave Pdeger and Thomas McDonnell, robbery; J. Cross Nelson, Edward S. Fargo and Leo Wolf, grand larceny; Michael Coeney and George Leland, assault and battery; Timothy Collins and Maurice Loonie, rape; Samuel Lake, burglary.

SUPREME COURT — GENERAL TERM.— Before Judges Ingraham, Barnard and Cardozo. Opens at half-past ien A.M.—Nos. 103, 110, 120, 121, 126, 127, 123, 120, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145.

SUPREME COURT—CIRCUTT—Part I.—Before Judge Van Brunt. Opens at half-past ten A.M.—Nos. 2501, 2705, 2733, 666%, 2239, 2739, 2741, 2745, 2747, 2755, 2755, 2757, 2757, 2759, 2761, 2769, 2771, 2773, 2775, 2777, 2779, 2765, 2767, 2768, 2769, 2761, 2769, 2771, 2773, 2775, 2777, 2779, 2777, 2778, 2765, 2767, 2769, 2761, 2769, 2771, 2773, 2775, 2777, 2779, 2776, 2760, 2761, 2769, 2771, 2773, 2775, 2777, 2779, 2777, 2778, 2765, 2767, 2769, 2760, 2761, 2769, 2771, 2773, 2775, 2777, 2779, 2776, 2761, 2760, 2771, 2778, 2777, 2777, 2778, 2777, 2778, 2777, 2778, 2778, 2777, 2778, 2778, 2778, 2778, 2778, 2777, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2778, 2

2758, 2755, 2757, 2759, 2761, 2769, 2771, 2773, 2777, 2777, 2777.

SUPERME COURT—CHAMBERS.—Befare Judge Brady. Calendar called at tweive M.—Nos. 75, 126, 150, 159, 163, 164, 163, 167, 168, 169, 170, 171, 172, 176, 186; call 188.

SUPERIOR COURT—Part I—Held by Judge McCunn. Nos. 441, 833, 897, 261, 73, 275, 277, 279, 313, 315, 319, 323, 325, 207, 337. Part 2—Held by Judge Jones. Nos. 164, 528, 286, 350, 128, 442, 500/4, 540, 542, 544, 546, 548, 550, 552, 556.

COMMON PLEAS—Part I—Held by Judge Reblinson. Nos. 340, 347, 202, 328, 402, 403, 270, 289, 207, 18, 314, 107, 193, 320, 316, 166. Part 2—Held by Judge Loew. Nos. 166, 158, 159, 228, 333, 340, 187, 183, 273, 410, 420, 421, 422, 423, 424.

Marine Gourt—Part I—Held by Judge Curtis. Nos. 4307, 1933, 4117, 4139, 4195, 4275, 4294, 4302, 4327, 4329, 4332, 4341, 4348, 4344, 471 2—Held by Judge Curtis. Nos. 4307, 1933, 4117, 4139, 4195, 4275, 4294, 4302, 4327, 4329, 4332, 4341, 4348, 4344, 471 2—Held by Judge Curtis. Nos. 4507, 1933, 4117, 4139, 4195, 4275, 4294, 4302, 4327, 4329, 4334, 4348, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 4344, 43

SUPREME COURT—CIRCUIT.—Nos. 82, 56, 61, 74, 73, 77, 82, 12, 86, 76, 88, 87, 10, 11, 13, 33, 44, 46, 65, 60. CITY COURT.—Nos. 23, 10, 118, 177, 181, 186, 187, 189, 190, 201, 33, 61, 67, 70, 82 87, 100, 128, 141, 203 to 224 inclusive.

BROOKLYN COURT CALENDARS.

THE NEW YORK CENSUS.

The following is the result of the census of this State by counties, compared with the enumera-tions of 1860. The four counties of the Eastern dis-trict—Kings, Queens, Richmond and Suffolk—have not yet been returned, and are therefore estimated. Our figures will not, probably, be far from correct. The footing, it will be seen, shows a gain since 1865 of 529,926, and since 1880 of 480,986:—

| ŝ | | Popu | Population | |
|----|--------------|----------------------|-------------------|--|
| N | counties . | 1870. | 1860. | |
| ö | Albany | 133,100 | 113,916 | |
| 9 | Alleghany | 40,764 | 41,881 | |
| H | | 44,170 | 35,908 | |
| | | 44,924 | 43,886 | |
| | | 59,513 | 65,767 | |
| | Chautanqua | 59,126 | 68,415 | |
| | Chemung | 35,341 | 26,917 | |
| ij | Chenango | 40,558 | 40,934 | |
| | Cilnton | 48,622 | 45,735 | |
| | Columbia | 47.087 | 47,172 | |
| | Cortland | 25,220 | 26,294 | |
| | Delaware | 42,982 | 42,465 | |
| | Dutchess | 71,887 | 64,941 | |
| | Erie | 176,930 | 141,071 | |
| d | Essex | 20.076 | 28,214 | |
| | Franklin | 30,717 | 30,837 | |
| | Fuiton | 27,056 | 24,162 | |
| | Genesee | 32,200 | 82, 169 | |
| ij | Genesco | 38,403 | 81,930 | |
| | Greene | 2,960 | | |
| M | Hamilton | 39,936 | 3,024 | |
| В | Herkimer | 64,450 | 40,561 | |
| 9 | Jefferson | 04,400 | 09,825 270,122 | |
| ı | Kings | 220,000 | | |
| ĕ | Lewis | 28,452 | 28,680 | |
| ì | Livingston | 88,321 | 89,646 | |
| ı | Madison | 43,595 | 43,545 | |
| • | Monroe | 117,402 | 100,648 | |
| ı | Montgomery | 84,510 | 30,860 | |
| 4 | New York | 926,341 | 813,669 | |
| Н | Niagara | 50,894 | 60,399 | |
| ı | Oneida | 110,036 | 105,202 | |
| 1 | Onondaga | 104,404 | 90,680 | |
| 1 | Ontario | 45,220 | 44,568 | |
| ı | Orange | 81,503 | 68,812 | |
| ı | Orleans | 27,8:2 | 28,717 | |
| Ц | Oswego | 78,026 | 75,958 | |
| ı | Otsego | 48,098 | 60,167 | |
| в | Putnam | 13,862 | 14,002 | |
| 8 | Queens | *85,000 | 67, 391 | |
| 5 | Rensselaer | 99,587 | 86,328 | |
| ï | Rienmond | *35,000 | 25,492 | |
| 3 | Rockland | 25,163 | 22,492 | |
| 7 | St. Lawrence | 84,881 | 83,689 | |
| Ü | Saratoga | | 51,729 | |
| 8 | Schenectady | 21,348 | 20,002 | |
| Ø | Schoharle | 83,239 | 84,469 | |
| 3 | Schuyler | 18,219 | 18,840 | |
| | Seneca | 27,844 | 28,138 | |
| W | Steuben | 67,996 | 66,690 | |
| u | Suffolk | *45,000 | 43,275 | |
| ٦ | Sullivan | 84,589 | 32,885 | |
| В | | | 28,748 | |
| ø | Tompkins | 83,168 | 31,409 | |
| ľ | Ulster | 83,657 | 76,381 | |
| j | Warren | 22,605 | 21,434 | |
| ı | | 49,342 | 45,904 | |
| ij | Washington | 47 790 | 47,762 | |
| ø | Wayne | 47,720 132,288 | 99,497 | |
| ø | Westchester | 29,178 | 81.963 | |
| Ø | Wyoming | 19,608 | 20,200 | |
| Ø | Yates | 10,008 | 21,200 | |
| H | Totals4 | 961 702 | 3,880,735 | |
| ø | | ,001,103 | 0,000,100 | |
| g | *Estimated. | - | | |
| ı | | The same of the same | | |

REAL ESTATE MATTERS.

The real estate market begins to show signs of awakening activity, and encouraging expectations are felt among those most identified with that interest of an animated season. The general credence given throughout Europe to the statement that the Emperor Napoleon had a large sum invested in New York real estate is an evidence of the high estimation in which that security, as an investment, is held among foreign capitalists. Indeed it is not unlikely that this circumstance, although denied by the Emperor through the Herald, and now disbelieved, may have a very decided influence in the event of a general European war, especially should England become involved, in bringing capital in this direction to be so invested. Two important events are underlined, as the theatrical people say, for this week in the real estate market. The first in chronological order is the sale to-day at the Exchange Salesroom, by order of the executors of Isaac Dyckman, of forty acres, in 286 lots, of the Dyckman estate at Fort Washington, or Washington Heights. A recent article published in the HERALD in respect to this su burb contains much that is

in respect to this su burb centains much that is applicable to this property, which need not now be repeated. This sale will be made by B. P. Fairchild, of V. K. Stevenson & Co.

The other important feature of the week, as an nounced, is the sale on Taursitay, also at the Expansion Salestoom, of 116 Central Park lots on Madison and Flighth avenues sau adjoining streets, and Fitty-minth street, as follows:—Twenty-one lots on Fifty-eighth and Fitty-minth streets, between the Fifth avenue (or Grand Plaza) and Sixth avenue; eight lots on Sixty-second, Sixty-third and Sixty-fourth streets, near Fifth avenue; ten lots on Madison avenue, between Sixty-second and Sixty-fourth streets, inclinding four corner lots; four lots on Madison avenue, corner sixty-seventh street, inclinding four corner lots; four lots on Madison avenue, corner sixty-seventh street; iwo lots on Sixty-fifth street, near Lexington avenue; thirteen lots on Eighth avenue, between Eight lots on Eighth avenue, between Eighty-first and Eighty-second streets; three lets on Eighty-first and Eighty-seco

lots on Math avenue and one lot of Seventiers street; two lots on Seventy-sevents street, near Eighth avenue.

The Park has already become so familiar to our citizens that the various surroundings of these lots and the advantages they possess are well known. Much interest is left in the safe, which will in its results furnish an excellent standard of comparative real estate values in the neighborhood of the Park. The following

Auttion sales of Real Estate are reported yesterday. The sales were under the direction of Messis. A. J. Bieceker, Son & Co. and Muller, Wilkins & Co., who disposed of improved and unimpraved city property; idessis, Roberts and McGuire, who sold improved property in Sixty-fourth, Eightieth, Ninety-eighth, Ninety-ninth and 142d streets. Mr. E. F. Raymond sold improved property in Washington street, under the direction of Sheriff O'Brien.

In regard to Mr. Bleecker's sale of Seventh Avenue Boulevard property an incident occurred which merits attention. The four loss offered first, which fronted on the boulevard, excited but slow interest, and for a time bidding was, on the whole, quite slow. When, however, the name of the purchaser—John H. Power, who is one of the largest real estate owners in this country—was anneunced, there was an immediate, active and excited context for two lots in rear of 127th street, which were afterwards put up. This, for a name, will show the sensitive condition of the market at the present time.

The following are the particulars of these several sales:—

NEW YORK PROPERTY—BY A. J. BLECKER, SON AND Co. 4 story brick house and lot, No 18 E 16th at. 2161.0 Co.

Power. 18,400 2 lots n s 127th st, 100 ft e 7th av, each 15x100; S. McCor-

| Power | 18,400 | 18,400 | 18,400 | 2 | 18,400 | 3 | 18,400 | 3 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 | 18,400 |

iots a a 120th at, 200 ft c of 10th av, same size. Mr.
Lectenstein, 10th av, same size. Mr. Enoch . 7,800
BEOGREYN PROFERY—BY J. COLE. . 7,800
BEOGREYN PROFERY—BY J. COLE. . 7,800
Story brick house and tot, 168 17th at, sa, 120 ft w of 4th av, 10t 262103. Catharine Kane. Jan 2.5; story frame building and two lots w a Nostrand av, 182.3 ft a Park av, each lot 25110, 180 2.5; story frame building and two lots in rear of the above, fronting on Sanford at, lots same size. J. Reichetts. . 6,100
POLIEMBLE HETATE—BY THE SAME.
4 lots s w corner 5th av and Union at, each 25,202 L.
Nelson. . 5.800

Reynolds ots e a 6th av. 50 ft a of Union st, each 25x92.6, Mr. Ecynolds 2, but a G Union at case 2032.0. Mr. 8,600
2 let a 4 of Union at, and 2 lots a Sackett at, cach 25x
3 lots a 4 of thing, but each at, hune size. Mr. Morton. 2,700
1 of a 4 of hing, on each at, sarve size. D. H. Gould. 1,500
1 of a 4 of hing, on each at, sarve size. D. A. Lawrence. 1,300
1 of a 4 of hing, on each at, sarve size. D. H. Kapes. 1,400 9,500

A DREADFUL DREAM.—In Muskingum county, Ohlo, a man named Dutton had been out coon hunting, and after returning home and returning the again in his uneasy slumber that he had caught the coon and struck it against a tree, kin lug it. He was awakened by the frantic screams or his wife, and, to his horror, found that he had pick ad up his little infant daughter and dashed her again a bedpost, killing her almost installing

FINANCIAL AND COMMERCIAL.

the French had won another victory, and that our bonds in London had fallen one-fourth to threeeighths per cent. Gold ran up to 111%, at which figure there were a number of sales in the Gold evening. These late transactions were done in a comparatively thin market, and were effected by the stock cliques for the purpose of favoring their specu-lative plans in the Stock Exchange. The course of

Intive plans in the Stock Exchange. The course of prices is shown in the table:—

10 A. M. 111½ 2:10 P. M. 111½
11 A. M. 111½ 8 P. M. 111½
11:34 A. M. 111 4 P. M. 111½
11:35 A. M. 110½ 4:30 P. M. 111½
12 M. 111 6 P. M. 111½
12 P. M. 111½ 6:15 P. M. 111½
12 P. M. 111½ 6:30 P. M. 111½ a 111½ In the gold loan market the rate ranged from five per cent for carrying to one per cent for borrow-ing. The operations of the Gold Exchange Bank

During the earlier hours of business the rates en call were four to five per cent on government collaterals and five to six per cent on stocks. Towards three o'clock there was a better inquiry for meney, and borrowers paid six per cent without reluctance or hesitation. The increased demand is due to the swelling volume of business at the Gold and Stock boards, the domestic exchanges still continuing strongly in favor of New York. The gold clearances to-day were nearly \$120,000,000. Commercial paper was steady at 7 a 8 per cent as the figures of actua business in prime double names.

FORBIGN EXCHANGE ACTIVE.

The foreign exchange market, despite an active demand against the favorite steamer of to-morrow, was barely steady, and the leading bankers showed disposition to draw very freely. Rates, in consequence, closed less firm to-night. The fact is taken as signifying that the bankers of London are preparing to make another transfer of their funds to this country, and hence the instructions to their agents in New York to supply the market with bills.

GOVERNMENTS STEADY.

The government list was quiet and steady, so completely neutralizing upon each other were the opposing influences of the course of the sixty-twos in Lon-don and the course of gold here. Prices were entirely greatest fluctuation was an eighth to a quarter per cent in those that were at all sensitive. The street market crosed firm to-night, as follows:—United States currency sixes, 1111/4 a 1111/4: do., 1881, regis-States currency sixes, 111% a 111½; do., 1881, registered, 113½ a 113½; do. do., coupon, 113½ a 113½; do. five-twenties, registered, May and November, 107 a 107½; do. do., 1882, coupon, do., 108 a 188½; do. do., 1864, do. do., 107 a 107½; do. do., 1865, do. do., 107½ a 107½; do. do., registered, January and July, 109½ a 109½; do. do., 1805, ceupon, 1 do., 10934 a 10934; do. do., 1867, do. do., 10934 a 10934; do. do., 1868, do. do., 10934 a 10934; do. ten-forties, registered, 106% a 106%; do. do., coupon,

The Southern list was almost neglected by the speculative dealers, but a fair investment demand was reported by some of the commission houses. Prices were generally lower, the Missouris and North Carolinas being exceptionally steady. The following were the only quotations made at the last session of the Board:—Tennessee sixes, ex coupen, 61 a 62; do., new, 59½ a 59½; Virginia sixes, ex coupen, 65 a

shares as have steadily paid interest, the experience of Wall street showing that money so laid out is beyond the risk of less through the depredations of the cliques and pools. Between the disbursements of the Treasury, the banks, savings institutions and other corporations in the way of interest and dividends, about seventy-five millions of dollars is coming upon the street before the end of January next. This vast sum will naturally seek reinvestment, and we shall witness the same rise in prices which occurred last summer when the July dividends came on the market and which would have attained immense pro portions had not the European war suddenly entered as a disturbing and unsettling influence The following were the closing prices at the last session of the Board:—Canton Company, 74; Western Union, 41% a 41%; Quicksilver, 4 a 5%; Mariposa, 6½ a 7; do. preferred, 10½ a 10½; Adams Ex-press, 67½ a 68; Wells-Fargo Express, 84½; American poss, 6% a 7; O. preferred, 10½ a 10½; Adams Express, 67½ a 68; Wells-Fargo Express, 83½ a 35; Pacific Mail, 42½ a 42½; New York Central, Consolidated, 22½ a 92¾; do., scrip, 87½ a 87½; Erie, 23; do. preferred, 48½ a 49; Harlem, 135; Reading, 101½ a 102; Michigan Central, 121½; Lake Shore, 93½ a 93¾; Union Pacific, 24½ a 24½; littinois Central, 136½; Cleveland and Pittsburg, 106½ a 107; Chicago and Northwestern, 80½ a 80½; do. preferred, 90 a 90½; Cleveland, Columbus, Cincinnati and Indianapolis, 80¾; New Jersey Central, 109 a 109½; Rock Island, 113½ a 114; Milwaukee and 8t. Paul, 60 a 60½; do. preferred, 80¾ a 80½; Toledo, Wabash and Western, 52½ a 52½; Toledo, Wabash and Western, 52½ a 52½; a 52½; a 10½; do. preferred, 18 a 119; Ohio and Mississippl, 32¾ a 32½; Delaware, Lackawanna and West. sippi, 32% a 32%; Delaware, Lackawanna and Western, 110 a 110%; Morris and Essex, 92; Boston, Hart-ford and Erie, 4% a 4%; Hannibal and St. Joseph, 100% a 110%; do. preferred, 118% a 119; Columbu Chicago and Indiana Central, 10 a 10%.

WIGHEST AND LOWERT DETER

| | ghest. Lowest. |
|------------------------------------|-------------------|
| Yew York Central Consolidated | 93 9236 |
| New York Central scrip | 8734 8734 |
| rie | 23 2234 |
| Reading | |
| ake Shore | 93% 93% |
| | 52% 52% |
| | 80 4 80 |
| | 00% 89% |
| Rock Island | |
| dilwaukee and St. Paul | 6014 5934 |
| Milwaukee and St. Paul preferred., | 80% 80% |
| Ohlo and Mississippl | 82% 32% |
| Sosten, Hartford and Erie | 434 457 |
| Western Union Telegraph | 42% 41% |
| Pacific Mail | 42% 41% 42% 42 |

The aggregate amount of exports, exclusive of specie, from the port of New York for the week ending November 16, 1870, was \$5,808,002.

The earnings of the St. Louis and Iren Mountain Railread for the first week in November, 1870, were

1870. 20,808 a 1860. 100, hight, 83c. a 86c.; do., hight, 83c. a 8c.; do., high, 81c. a 8c.; do., hight, 81c. a 8c.; do

SALES AT THE NEW YORK STOCK EXCHANGE Tuesday. Nov. 15—10:15 A. 21.

Tuesday. Nov. 16—6 P. M.

On 'Change to-day cotton was active and in demand at higher prices, the Liverpool market undergoing a further improvement of 1/2 d. Wheat was heavy and dull.

GOLD UNSETTLED—110% A 111%.

As soon as it became evident from the tenor of the loan market to-day that the "bull" cliques in gold had sold out the feverish and unsected tone of the market changed to decided weakness and the price fell from 111% to 110%, the decline being assisted by the sudden buoyancy of affairs at the London Stock Exchange, where the sixty-twos rose to 88% a 88%. At this point the course of the market again changed upon advices that Russia had suddenly placed a fleet of sixty war vessels in the Black Sea; that the French had won another victory, and that our 12:15 of Clock and 2:15 P. M. sday, Nev. 15-10:15 A. M. 12:15 o'Clock and 2:15 P. M. One o'Clock P. M. STREET QUOTATIONS. Half-past Five o'Clock P. M.

COMMERCIAL REPORT.

ASHES.—Receipts, 59 packages. The demand for pot was light, but previous prices were demanded and obtained, owing to the small receipts. We quote:—\$6.75 a \$7.25. Pearl were dull and nominal at \$8.50 a \$9.25.

Curcony .- German ground was still scarce, and wanted

was reported by some of the commission houses. Prices were generally lower, the Missouris and North Carolinas being exceptionally steady. The following were the only quotations made at the last session of the Board:—Tennessee sixes, ex coupen, 61 a 62; 40., new, 59½ a 59½; 17 lightan sixes, ax eempon, 65 a 65%; 40., new, 69½ a 59½; 17 lightan sixes, ax eempon, 65 a 65%; 40., new, 69½ a 59½; 17 lightan sixes, ax eempon, 65 a 65%; 40., new, 60; 40. phia, at \$4,760, gold; a vessel to Gibraliar for orders, Mediterranean or Adriatio, with about 2,000 bbls, petroleum; a
brig to Exeter, England, with 1,500 bbls, and 2,000 cases naphtha, at 6s. 3d., and ressel to Alexandris, with 400 bbls, petroleum, at 6s. 3d., and 7,000 cases do, at 32½c.

FLOUR AND GRAIN—Receipts, 18,551 bbls, flour, 1,046 do,
and 724 bags corn meal, 161,514 bushels wheat, 44,200 do,
corn, 41,494 do, oats, 10,300 do, barley and 600 do, mait. The
flour market ruled dull and prices were 5c. a 10c. lower. The
sales were about 11,000 bbls, including 5,000 bbls, extra
Glate at \$5 70, delivered. Southern flour was quiet
and prices were weak. The sales were about 130 bbls. Rys
flour was quiet at former prices. Sales 200 bbls. Corn meal
was more active, but at rather lower prices. Sales 60 bbls.
Brandywine at \$4 50 and \$4 50; do, do, for future delivery,
at \$4 50. We quote:

No. 2 State.

\$4 00 a \$4 50
Superine State.

\$4 00 a \$4 50
Choice 65 55 a 6 10

few sales made were at prices ranging from 10c. to 19c. for common to choice.

HEMP was dull and prices were nominal at our last quotations.

HAY.—The demand was moderate, but prices were lower. We quote:—Shipping, 28 10; retail lots, \$1.20 a \$1.35; long ryé straw, \$1.10 a \$1.15; short do, 90c. a 95c.

HIDES.—The market was firm at the appended quotations, with a moderate demand and a small stock. We quote:—Steenos Ayres, \$56.02 71bs, \$5c. a 25-bc.; do., 90 to 23 lbs., \$55.00 a 26c.; Montevideo, 204 to 21 15; lbs., \$5c. a 15-bc.; do., 90 to 23 lbs., \$55.00 a 26c.; Montevideo, 204 to 21 15; lbs., \$5c. a 15-bc.; do., \$20 to 23 lbs., \$55.00 a 26c.; Montevideo, 204 to 21 15; lbs., \$5c. a 15-bc.; do., \$20 to 23 lbs., \$25.00 a 26c.; Corrisates, \$1 to 22 lbs., \$20.00 a 26c.; California, \$21 to 23 lbs., \$25.00 a 26c.; California, \$21 to 25 lbs., \$25.00 a 26c.; California, \$21 to 25 lbs., \$25.00 a 26c.; California, \$21 lbs., \$21.00 a 26c.; do., to trimmed, \$22 to 24 lbs., \$9c. a 26c.; Ballos., \$21.00 a 26c.; do., 10 lbs., \$25.00 a 26c.; do., 10 lbs., \$2

ever, were tim for all kinds at our last quotations. Havana was moderately dealt in at prices not differing from those previously current. Sales 200 bales at 850. a 950. Other kinds were dull and mominal.

TIN.—Pig was dull and heavy, and we heard of no sales of consequence. Straits were quoted at 31c. a 81%c., gold and 120, a 81%c., do.; plates were in some demand, and sales were made of 1,000 boxes assorted charcost at \$8 37%, gold, and 1,000 do. charcoal terms on private terms.

TALLOW.—The market was quiet, but prices were very firm, especially for prime lots, which were quoted at 90. The sales were about 50,000 lbs. in lots, within the range of 8%c. a 9. for common to prime.

WHISKEY.—Receipts, 234 bbls. The market was more active, but at lower prices, cwing to the free offerings. The sales were 450 bbls. at 85%c. a 86%c., for wood and irog bound.

active, but at lower prices, owing to the free offerings. Tues sales were 450 buls. at 85/gc. a 85/gc., for wood and irog bound,
WOOL.—The market for fleece cultibits no change of consequence. There is but little demand, and that is chiefly for small quantities to stupply the present wants of manufacturers, the most of whom are disinctined to operate to any extent, cacept at a reduction from present prices, which holders refuse to grant on account of the moderate stock and the probability that an active demand will prevail soon. What little demand prevails is principally for the fine grades. A fair business is in progress in pulled wool, which is selling at former figures, the principal inquity being for extra. Texas is slow of sale, the demand being very light, but prices are steady, especially for the fine grides. California is without particular change, the demand is good for spring city, which is solving at from 26, to 36c. for burry to choice, free from burrs. Foreign is duil, all kinds being in light demand, and the state of the self-off shades of the self-off shades of the self-off shades and western at 45c. at 8c. in the self-off shades and western at 45c. at 8c. it combing on private terms; low Ohlo, 47/gc. a 48c.; t and XX do., 49c. a 51c.; also 40,000 lbs. unlike at 23c. a 34c. for burry to fine free from burrs.

DOMESTIC MARKETS.

Spirits of Turpentine, 41%c. Strained roan firm, \$1 59, Pruce turpentine unchanged. Tar higher, \$1 85. Petroleum firmer; refined, 20c.; crude \$4. Cotton—Markel firm; middlings, 16½c.; sales, 1,000 bales; net receipts, 3,472 bales. Exports—To Great Britain, 3,448 bales; to the Continent, 1,935. Stock, 76,086 bales.

New Onleans, Nov. 15, 1870.
Cotton active at full prices; middling, 15½c.; sales, 6,800; net receipts, 11,147; coastwise, 252; total, 11,839; stock, 106,015.

A DOUBTFUL WONDER.—We find in several exchanges the following curious statement. It may be true, but it reads very much like a hoax:—"A week ago to-day, about two miles north of Basket, a small station on the Delaware division of the Eric Railway, about three acres of land, heavily timbered with hemlock, occupying an elevated position, suddenly sank to the depth of about forty feet, leaving the tops of the trees just visible above the surface. The sinking was accompanied by a loud crash, which died away in a dull rumble heard a considerable distance. The trees are standing in their natural positions, having evidently experienced no particuler injury in their descent. It is usual, when such freaks of nature occur, for the sunken earth to be immediately submerged by volumes of water, but in this instance no such phenomenon attends."—

Bochester Chronicia.